



SHERYL L. SPILLER
Acting Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Board of Supervisors

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November 29, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 November 29, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**RECOMMENDATION TO APPROVE SIX-MONTH EXTENSION OF THE FIVE GENERAL RELIEF OPPORTUNITIES FOR WORK ORIENTATION, RAPID EMPLOYMENT AND PROMOTION AND JOB SKILLS PREPARATION CLASS SERVICES CONTRACTS AND ONE GROW PROGRAM SUPPORT SERVICES CONTRACT
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) continues to require the services of five contractors to provide General Relief Opportunities for Work (GROW) Orientation, Rapid Employment and Promotion and Job Skills Preparation Class Services (GROW Job Services) to the County's General Relief Program participants. These services assist participants in obtaining employment. DPSS recommends that the County extend these contracts for six months to allow for a competitive solicitation. In addition, DPSS continues to require the services of Los Angeles County Office of Education (LACOE) to provide GROW Program Support Services and the Department recommends that the contract also be extended.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or designee to prepare and execute contract amendments, in substantially similar form as Enclosure I, with the five current GROW Job Services contractors for the amounts indicated on Enclosure II. The amendments extend the term of the contracts for a period of six months through June 30, 2012 at an estimated cost of \$3,225,882 including \$75,000 in maximum possible bonuses. The estimated cost will be partially offset by federal funds allocated for the Food Stamps Employment and Training (FSET) Program.
2. Delegate authority to the Acting Director of DPSS or designee to prepare and execute a contract

amendment, in substantially similar form as Enclosure III, with LACOE for GROW Program Support Services. The amendment will extend the term of the contract for six months through June 30, 2012 at an estimated cost of \$1,160,577. The estimated cost will be partially offset by federal funds allocated for the FSET Program.

3. Delegate authority to the Acting Director of DPSS or designee to prepare and sign amendments to each contract to add any relevant updated terms and conditions and that result in any increase, or decrease of no more than ten percent of the original contract amounts when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State or County requirements. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue to provide vital job services to the County's GROW Program participants to help them obtain jobs and achieve self-sufficiency. Additionally, it will allow LACOE to continue vital GROW Program Support Services, which include technical and training support to the GROW Job Services contractors, as well as specialized job club classes to GROW Program participants.

The recommended action will also provide an additional six months of savings from your Board's 2009 Extension/Reduction Initiative. At that time, the GROW Contractors agreed to reduction in payments ranging from five to seven percent. The Department estimates savings from the recommended six-month extensions to be \$182,176.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #2 – Children, Family and Adult Well-Being, Strategy 1: Client-Center Integrated Services: Develop and implement client-centered approaches through integrated services and best practices.

FISCAL IMPACT/FINANCING

The total cost of the extension for the five GROW Job Services contracts for the six-month period is \$3,225,882, which includes a \$15,000 maximum bonus amount per agency where applicable. The total cost of extending the GROW Program Support Services contract for the six-month period is \$1,160,577. These costs are partially offset by federal revenue allocated for the FSET Program. The FSET Program revenue is estimated at \$2,017,459. The remaining funding will be net County cost (NCC). The NCC is estimated at \$2,369,000.

Funding for the contract extensions is included in the Department's Fiscal Year 2011-12 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts for these services expire on December 31, 2011. The recommended contract amendments will extend the current contracts for the same monthly fees. The contracts with LACOE include provisions to adjust payments based on actual expenses incurred.

The CEO and County Counsel have reviewed this Board letter. The contract amendments have

been approved as to form by County Counsel.

CONTRACTING PROCESS

The current five GROW Job Services contracts were awarded in 2006 as a result of a Request for Proposal process. The contracts began on July 1, 2006, with an expiration date of June 30, 2009, and amended to extend for six months. Subsequently, the contracts were extended through December 31, 2011 under the Board of Supervisors' Extension/Reduction Initiative. The new contract extensions are needed to provide time for the solicitation process. The California Department of Social Services (CDSS) approved the extension of these contracts for an additional six months.

The GROW Program Support Services contract was negotiated as a sole source contract with LACOE, a public education institution, as permitted by CDSS regulations Section 23-650.1.12. As the GROW Program Support Services contract complements and supports the GROW Job Services contractors, the Department recommends that it be extended for the same six-month period.

CONTRACT PERFORMANCE

Monitoring for the five GROW Job Services contracts is performed on a quarterly basis. Based on the monitoring results for the period of April 1, 2011 through June 30, 2011, overall, the contractors are in compliance with the contract requirements. The monitoring of the GROW Program Support Services contract is performed on a semi-annual basis. Based on results for the period of January 1, 2011 through June 30, 2011, overall, LACOE is in compliance with the contract requirements.

The expected performance outcome for these six contracts is to prepare Los Angeles County GROW Program participants to seek and obtain full-time unsubsidized employment. The unemployment rate in the County has increased dramatically since these contracts were awarded in 2006 when placement rates were established. As a result, the competition for available jobs has also increased. Despite the increased competition for available jobs, the GROW contractors continue to meet the contractually prescribed full-time job placement goals.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will permit the uninterrupted provision of job services to GROW Program participants. The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

11/29/2011

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Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Acting Director

SLS:rl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

**AMENDMENT NUMBER FIVE
TO THE CONTRACT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND**

**TO PROVIDE
GENERAL RELIEF OPPORTUNITIES FOR WORK ORIENTATION, RAPID EMPLOYMENT
AND PROMOTION AND JOB SKILLS PREPARATION CLASS SERVICES**

Reference is made to the Agreement entitled "General Relief Opportunities for Work Orientation, Rapid Employment and Promotion and Job Skills Preparation Class Services contract by and between _____ (CONTRACTOR) and the County of Los Angeles (COUNTY)" dated June 29, 2006, Amendment One, dated June 22, 2009, Amendment Two dated December 30, 2009, Amendment Three dated July 5, 2011, and Amendment Four, dated July 14, 2011, further identified as County Contract Number CMD ____-06 (hereinafter referred to as "Contract").

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work program equivalent to that provided to CalWORKs recipients; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and 31000, Welfare and Institutions Code, Section 11320 et. Seq.; and

WHEREAS, CONTRACTOR desires to provide the General Relief Opportunities for Work (GROW) Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the required GROW services; and

WHEREAS, it is to the mutual benefit of COUNTY and CONTRACTOR to extend the term of the Contract and to modify certain provisions.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend this Contract as follows:

- I. This Amendment shall commence and be effective on December 31, 2011.
- II. Contract, Part 4.0, Term of Contract, is deleted in its entirety and replaced as follows:

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be from June 29, 2006 through June 30, 2012, unless sooner terminated in whole or in part as provided in this contract.

4.2 CONTRACTOR shall notify DPSS in writing when the contract is within six (6) months from the expiration dates provided herein above.

- III. Contract, Part 5.0, Contract Payment, Section 5.1, Maximum Contract Amount, Subsection 5.1.1, is deleted in its entirety and replaced as follows:

5.1.1 The total not-to-exceed maximum contract amount is \$_____ which includes \$_____ for direct GROW services and \$180,000 for the maximum bonus compensation amount for the entire term of this Contract. The Maximum not-to-exceed annual or semi-annual basic compensation amount for direct GROW services for each of

these Contract periods (which do not include the bonus payment) shall be as follows:

July 1, 2006 – June 30, 2007 (12-month period)	\$	_____
July 1, 2007 – June 30, 2008 (12-month period)	\$	_____
July 1, 2008 – June 30, 2009 (12-month period)	\$	_____
July 1, 2009 – December 31, 2009 (6-month period)	\$	_____
January 1, 2010 – June 30, 2010 (6-month period)	\$	_____
July 1, 2010 – June 30, 2011 (12-month period)	\$	_____
July 1, 2011 – December 31, 2011 (6-month period)	\$	_____
January 1, 2012 – June 30, 2012 (6-month period)	\$	_____

- IV. Contract, Part 8.0, Terms and Conditions, Subsection 8.36.1, Evidence of Insurance, Paragraph 8.36.1.3, is deleted in its entirety and replaced as follows:

8.36.1.3 Provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notification of cancellation or change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- V. Contract, Part 8.0, Terms and Conditions, Subsection 8.36.3, Failure to Maintain Coverage, is deleted in its entirety and replaced as follows:

8.36.3 Contractor's failure to maintain or provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- VI. Contract, Attachment B, CONTRACTOR'S BUDGET, is deleted in its entirety and replaced by Attachment B-1, attached hereto and incorporated by reference. All reference to Attachment B in the Contract shall hereafter be replaced by Attachment B-1.

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Except for the changes set forth hereinabove, this Contract shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Five to be subscribed on its behalf on the ____ day of _____, 2011 by the Acting Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services

Date

CONTRACTOR

By _____
Signature, CEO

Date

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
Allison Morse
Senior Deputy County Counsel

Date

**GROW ORIENTATION, RAPID EMPLOYMENT AND PROMOTION AND
JOB SKILLS PREPARATION CLASS SERVICES CONTRACT EXTENSION
AMOUNTS FOR PERIOD OF
JANUARY 1, 2012 THROUGH JUNE 30, 2012**

Agency	DPSS GROW Sites	Total six-month extension cost	Total Bonus Provision Allowance
Chicana Service Action Center	Metro East San Gabriel Valley Pomona	\$201,108 \$152,340 \$81,564 \$435,012	\$15,000.00
Jewish Vocational Service	Lancaster Rancho Park Glendale San Fernando	\$161,568.00 \$176,286.00 \$94,296.00 <u>\$104,904.00</u> \$537,054.00	\$15,000.00
Los Angeles County Office of Education	South Special South Central Southwest Special	\$492,522.00 \$280,320.00 <u>\$503,904.00</u> \$1,276,746.00	\$15,000.00
Managed Career Solutions, Inc.	Wilshire Special Pasadena	\$128,466.00 <u>\$114,408.00</u> \$242,874.00	\$15,000.00
Weingart Center Association	Civic Center Metro Special	\$247,956.00 <u>\$411,240.00</u> \$659,196.00	\$15,000.00
TOTAL		\$3,150,882	\$ 75,000

GROW Program Support Services Contract Extension amount for the period of January 1, 2012 through June 30, 2012: \$1,160,577

**AMENDMENT NUMBER SIX
TO THE CONTRACT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
TO PROVIDE
GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRAM SUPPORT SERVICES**

Reference is made to the Agreement entitled "General Relief Opportunities for Work Program Support Services contract by and between Los Angeles County Office of Education (CONTRACTOR) and the County of Los Angeles (COUNTY)" dated June 29, 2006, Amendment One, October 3, 2007, Amendment Two dated June 22, 2009, Amendment Three dated December 30, 2009, Amendment Four, dated November 1, 2010, and Amendment Five, dated July 5, 2011, further identified as County Contract Number CMD 003-06 (hereinafter referred to as "Contract").

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work program equivalent to that provided to CalWORKs recipients; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and 31000, Welfare and Institutions Code, Section 11320 et. Seq.; and

WHEREAS, CONTRACTOR desires to provide the General Relief Opportunities for Work (GROW) Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the required GROW services; and

WHEREAS, it is to the mutual benefit of COUNTY and CONTRACTOR to extend the term of the Contract and to modify certain provisions.

Now THEREFORE, COUNTY and CONTRACTOR hereby agree to amend this Contract as follows:

- I. This Amendment shall commence and be effective on December 31, 2011
- II. Contract, Part 4.0, Term of Contract, is deleted in its entirety and replaced as follows:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be from June 29, 2006 through June 30, 2012, unless sooner terminated in whole or in part as provided in this contract.
- 4.2 CONTRACTOR shall notify DPSS in writing when the contract is within six (6) months from the expiration dates provided herein above.

- III. Contract, Part 5.0, Contract Payment, Section 5.1, Maximum Contract Amount, is deleted in its entirety and replaced as follows:

- 5.1 The total no-to-exceed maximum contract amount is **\$13,821,068** for the entire term of this contract. The maximum not-to-exceed annual or semi-annual amounts for the following periods shall be as follows:

12-month period July 1, 2006 – June 30, 2007	\$2,253,251
12-month period July 1, 2007 – June 30, 2008	\$2,288,335
12-month period July 1, 2008 – June 30, 2009	\$2,324,398

6-month period July 1, 2009 – December 31, 2009	\$1,162,199
6-month period January 1, 2010 – June 30, 2010	\$1,150,577
12-month period July 1, 2010 – June 30, 2011	\$2,321,154
6-month period July 1, 2011 – December 31, 2011	\$1,160,577
6-month period January 1, 2012 – June 30, 2012	\$1,160,577

- 5.1.1 Contract expenditures that exceed the maximum amount per period referenced above shall not be reimbursed by COUNTY and shall become the fiscal responsibility of CONTRACTOR.
- 5.1.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent of the maximum Contract amount under this Contract. Upon occurrence of this event, CONTRACTOR shall send notification to the Department of Public Social Services at the address provided herein, under sub-paragraph 8.41.5.

IV. Contract, Part 5.0, Contract Payment, Section 5.3, Basic Compensation, Subsection 5.3.1, is deleted in its entirety and replaced as follows:

- 5.3.1 Payments for Program Support Services for the GROW Program will be made monthly in arrears provided that CONTRACTOR is not default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice. The monthly amounts shall be as follows:

12-month period July 1, 2006 – June 30, 2007	- \$ 187,770.91
12-month period July 1, 2007 – June 30, 2008	- \$ 190,694.58
12-month period July 1, 2008 – June 30, 2009	- \$ 193,699.83
6-month period July 1, 2009 – December 31, 2009	- \$ 193,699.83
6-month period January 1, 2010 – June 30, 2010	- \$ 191,762.83
12-month period July 1, 2010 – June 30, 2011	- \$ 191,762.83
6-month period July 1, 2011 – December 31, 2011	- \$ 191,762.83
6-month period January 1, 2012 – June 30, 2012	- \$ 193,429.50

V. Contract, Part 8.0, Terms and Conditions, Section 8.36, General Insurance Requirements, Subsection 8.36.1, Evidence of Insurance, Paragraph 8.36.1.3, is deleted in its entirety and replaced as follows:

- 8.36.1.3 Provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notification of cancellation or change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

[illegible]

Except for the changes set forth hereinabove, this Contract shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Six to be subscribed on its behalf on the ____ day of _____, 2011 by the Acting Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services

Date

LOS ANGELES COUNTY OFFICE OF EDUCATION

By _____
Dr. Arturo Delgado, Superintendent

Date

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
Allison Morse
Senior Deputy County Counsel

Date